

# The Orissa Gazette

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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 19th February 2009

No. 1652—li/1(B)-41/2006-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 22nd December 2008 in I. D. Case No. 60 of 2006 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s Toshali Sands, Puri and its Workman Shri Naresh Kumar Rout was referred to for adjudication is hereby published as in the Schedule below :

### SCHEDULE

#### IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 60 OF 2006

Dated the 20th December 2008

#### *Present :*

Shri M. R. Tripathy, o.s.j.s. (Jr. Branch),  
Presiding Officer, Labour Court,  
Bhubaneswar.

#### *Between :*

The Employer/General Manager, . . . First Party—Management  
M/s Toshali Sands,  
At Puri-Konark Marine Drive Road,  
Puri.

And

Shri Naresh Kumar Rout, . . . Second Party—Workman  
C/o P. K. Mohapatra,  
At Baseli Sahi, Puri.

*Appearances :*

|                        |                                     |
|------------------------|-------------------------------------|
| Khalid Anjum           | .. For First Party—Management       |
| Shri Naresh Kumar Rout | .. For Second Party—Workman himself |

## AWARD

The Government of Orissa in the Labour & Employment Department in exercise of powers conferred upon them by sub-section (5) of Section 12, read with Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. 4841—li/1(B)-41/2006-LE., dated the 17th June 2006 :—

“Whether the refusal of employment to Shri Naresh Kumar Rout, Gardener by the Management of M/s Toshali Sands, Puri-Konark Marine Drive Road, Puri with effect from the 28th May 2005 is legal and/or justified ? If not , what relief Shri Rout is entitled to ? ”

2. Both the parties filed a petition jointly stating that they have amicably settled their disputes. The terms and conditions are read over and explain to the workman as well as representative of the management and they admitted the same to be correct.

An award is accordingly passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

M. R. TRIPATHY  
20-12-2008  
Presiding Officer  
Labour Court  
Bhubaneswar

M. R. TRIPATHY  
20-12-2008  
Presiding Officer  
Labour Court  
Bhubaneswar

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By order of the Governor  
K. C. BASKE  
Under-Secretary to Government

FORM 'K'  
(See Rule 64 )

MEMORANDUM OF SETTLEMENT

Memorandum of Settlement made on this the 24th day of November 2008 arrived at between the management of M/s Toshali Sands (Ethnic Village Resort), Puri-Konark Marine Drive, Puri and its workman.

NAME OF THE PARTIES :

(A) Representative of the Employer

(B) Workman

(1) Khalid Anjum

(1) Naresh Kumar Rout

Made part of the Award

M. R. TRIPATHY

Presiding Officer

Labour Court, Bhubaneswar

SHORT RECITAL OF THE CASE

The Management, M/s Toshali Sands (ETHNIC VILLAGE RESORT) has been passing through acute operational and financial hazards for sometime past due to decrease in flow of Tourists causing consequential loss of revenue to the establishment besides investment of huge funds for compliance of statutory requirements, but without expected returns whatsoever. Thereby some grievance and disputes having been raised over the issue, there ensued bipartite talks of setting the matter mutually and amicably. After discussion both parties have agreed to resolve their disputes and differences as per the following :

TERMS AND CONDITIONS OF SETTLEMENT

1. The Settlement will be effected from the 24th November 2008.
2. It is agreed by and between the parties that the management shall pay and the workman shall receive the benefits as specifically described in the document (Bank Draft) attached as enclosed here.
3. It has been agreed that the workman shall receive the payment in draft bearing No. 748889, dated the 20th November 2008 for Rs. 24,581 (Rupees Twenty-four thousand five hundred eight-one only) drawn on Punjab National Bank, Chhaitana, Puri.
4. It is agreed between the parties that by virtue of this Settlement all claim and disputes arising out of employment, non-employment and terms of employment of workman stand resolved fully and finally and that no other or further claim or dispute in such respect whatsoever shall lie or be raised by any party in future, as the matter is settled in this I. D. Case No. 60/2006.
5. It is also agreed that the workman shall not pursue any other litigation against the management, relating to this matter and past employment under the management.
6. Both the parties agreed that the above settlement is fair, amicable and reasonable and they have put their respective signatures on their volition and free will without any threat, coercion or undue influence whatsoever.

Signed this day of 24th November, 2008.

SIGNATURE OF THE PARTIES :

(A) Representative of the Employer :

(B) Workman :

Khalid Anjum

Naresh Kumar Rout

Witnesses :

1. [ILLEGIBLE]

2. [ILLEGIBLE]

**पंजाब नैशनाल बैंक** **भुवनेश्वर (पुन) चक्री**  
 Punjab National Bank CHHATTAPPA (Pun) Orissa - 752002

मंगे जाने पर ON DEMAND PAY

चि. सं. 2969  
 D.No. 00001 / Not Recd

रुपये RUPEES

भुवनेश्वर नैशनाल बैंक

दिनांक - 29-11-2008  
 या उनके आदेश पर OR ORDER

चुकी हुई राशि के लिए केवल बैंक द्वारा जारी

मूल्य प्राप्त के बदले अदा करें  
 FOR VALUE RECEIVED

TLK 748889

शाखा शाखा Branch Serial No.

रु. Rs.

24,561.00

पंजाब नैशनाल बैंक  
 Punjab National Bank

अदाकर्ता शाखा एवं विवरण Drawee Branch with D.No.

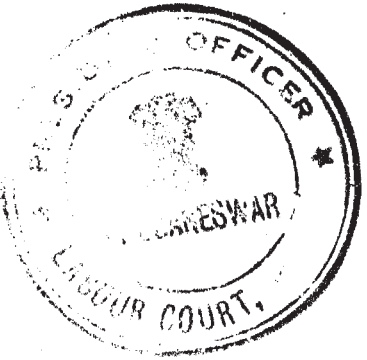
CHHATTAPPA DISTT. PUNJ (751502)  
 (2969)

प्रमाणित हस्ताक्षरकर्ता जी.बी.पी.ए.सं.  
 AUTHORISED SIGNATORY WITH GBPA No.

प्रमाणित हस्ताक्षरकर्ता जी.बी.पी.ए.सं.  
 AUTHORISED SIGNATORY WITH GBPA No.

॥ 748889 ॥ 0000240001 ॥

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Noted by 2008

True copy  
 Khakhol Singh

केवल छः महीने के लिए वैध है  
 VALID FOR SIX MONTHS ONLY

## FORM 'G'

( See Rule 38 )

BEFORE THE PRESIDING OFFICER, LABOUR COURT  
BHUBANESWAR

C. C. Case No. 60/2006

Between :

Toshali Sands,  
Konark Marine Drive,  
Puri-2.

.. First Party—Management

And

Their Workman,

Mr Naresh Kumar Rout.

.. Second Party—Workman

In the matter of this dispute case, I hereby authorize Mr. Khalid Anjum, Dy. Manager (P. & A.) of Toshali Sands, Konark Marine Drive, Puri-2 to represent me in this case.

Date : 24-11-2008

Accepted :

Signature of Representative :

Khalid Anjum,  
Dy. Manager, P. & A.

Address :

Toshali Sands,  
Konark Marine Drive Road,  
Puri-2.

Signature of Person  
Nominating the Representative :

Rabindra Nath Nanda,  
General Manager.

Address :

Toshali Sands,  
Konark Marine Drive Road,  
Puri-2.

## TK INTERNATIONAL LIMITED

Toshali House : Y-42/4, Shahtoot Marg, DLF Qutab Enclave, Phase-I, Near DLF Plaza Tower, Gurgaon-122 002 (INDIA)  
 Tel. : 95-124-2563105, 2565315 Fax : 95-124-2563174 E-mail : toshaliresorts @ rediffmail.com  
 Website : www.toshaliresort.com, www.toshalisands.com, www.toshaliroyalview.com

Certified true copy of the extracts of minutes of meeting of the Board of Directors of T K International Limited held on 31st August 2007 at 7-30 P.M. at its Corporate Office at Y-42/4, Shahtoot Marg, Qutab Enclave, DLF Phase-I, Gurgaon-122 022.

Authorisation in favour of Mr Khalid Anjum, Dy. Manager, P. & A. for cases/matters in Orissa

The Chairman informed regarding the need of authorizing Mr Khalid Anjum, Dy. Manager, P. & A. in place of Mr Gopal Satpathy who has left the company, for personnel and legal related matters in Orissa.

“Resolved that the authorization vide Board Resolution, dated the 1st February 2007 in favour of Mr. Gopal Chandra Satapathy, the previous Deputy Manager, Personnel & Administration of the company at company’s resort ‘Toshali Sands’ at Puri for instituting or defending legal proceedings, civil, criminal or other relating to company matters in Orissa and or relating to its resort ‘Toshali Sands’ at Puri be and is hereby withdrawn with effect from the date of his leaving from the company.

Resolved further that Mr. Khalid Anjum, Deputy Manager, Personnel and Administration of the company be and is hereby authorized to institute or defend legal proceedings, civil, criminal or other for and on behalf of the company relating to company matters in Orissa and or relating to its resort ‘Toshali Sands’ at Puri.

Resolved further that Mr. Khalid Anjum be and is hereby authorized to verify, sign, affirm and to present pleadings, petitions, affidavits and other necessary documents before any court or authority and to tender evidence and to engage counsel in this connection for the above matters.

Resolved further that Mr. Khalid Anjum be and is hereby authorized to sign, provide clarification, make representation/appearance and otherwise deal with the authorities relating to Provident Fund, Employees State Insurance and Labour Laws & other welfare legislations and Consumer cases/ matters in Orissa relating to the company and its resort Toshali Sands in Orissa.

Resolved further that his actions duly done within the above authority will bind the company.”

For T K International Ltd.

[ILLEGIBLE]

Company Secretary